followed this rule, in enjoining the business from being set up, as it would in fact derogate from the grant of good will. However, courts in other states would have enjoined the defendant's representation that he was conducting the old business. *Hall's Appeal, supra.* It is submitted that all the courts will grant an injunction wherever there is in fact a derogation from the good will, but disagree as to what constitutes such a derogation.

HUSBAND AND WIFE—ESTATES BY ENTIRETIES.—A deed was executed to husband and wife. *Held,* one judge dissenting, an estate by entirety was created, and not a tenancy in common. *Odum* v. *Russell* (N. C. 1919) 101 S. E. 495.

An estate by entirety arises only from a conveyance or devise to husband and wife. 2 Reeves, Real Property, § 688. The dissenting judge contended that section 1579, N. C. Rev. Stat., 1908, which provides that all property conveyed to any two persons shall be held by them as tenants in common and not as joint tenants, abolished estates by entireties. The answer to this contention is that husband and wife are but one person in contemplation of law. 1 Bl. Comm. 442. Furthermore, an estate by entirety is not a joint tenancy, for tenants by entireties are seised *per tout et non per my,* while joint tenants are seised *per tout et per my.* 2 Bl. Comm. 182; see *Alles* v. *Lyon* (1907) 216 Pa. St. 604, 606, 66 Atl. 81. And so the great weight of authority holds that statutes abolishing joint tenancy have not affected estates by entireties. *Davies* v. *Johnson* (1906) 124 Ark. 390, 187 S. W. 323; see *Wilson* v. *Frost* (1904) 186 Mo. 311, 319, 85 S. W. 375; *contra, Hoffman* v. *Stigers* (1869) 28 Iowa 302. The dissenting judge also argued that the provision in the Constitution of North Carolina (1868) Art. 10, § 6, that all property of a married woman, whether acquired before or after marriage, should be and remain her sole and separate property, was inconsistent with the existence of estates by entireties, which originated in the legal unity of husband and wife. 2 Bl. Comm. 182; but see *Freeman* v. *Belfer* (1917) 173 N. C. 581, 582, 92 S. E. 486. The common law disability of a married woman was thoroughly in accord with this fiction of unity. But since the Married Women's Acts have given a *feme covert* practically the same powers of disposition and control of her property as a *feme sole,* it would seem that they have abolished estates by entireties inferentially. *Gill* v. *McKinney* (1918) 140 Tenn. 549, 205 S. W. 416; *Mittel* v. *Karl* (1890) 133 Ill. 65, 24 N. E. 553. The weight of authority, however, is *contra. Hiles* v. *Fisher* (1895) 144 N. Y. 306, 39 N. E. 337; *Meyer's Estate* (1911) 232 Pa. St. 89, 81 Atl. 145.

INJUNCTION—BILL TO QUIET TITLE—PENDING EJECTMENT ACTION.—Under a statute authorizing courts of equity to hear and determine suits instituted by any person claiming the legal or equitable title to lands against any other person not in possession setting up an adverse claim, *held,* that if the plaintiff is at the time a defendant in a suit of ejectment with regard to the same land, he cannot maintain a bill to enjoin the litigation and quiet title. *Carpenter* v. *Dennison* (Mich. 1919) 175 N. W. 419.

In cases of the above type and in the closely analogous cases where a defendant requests the cancellation of written instruments on which an action at law is pending, the courts of equity have adopted three courses. The bill has been dismissed on the ground that equity would

not interfere where there was an adequate remedy at law. *Cable* v. *United States Life Ins. Co.* (1903) 191 U. S. 288, 24 Sup. Ct. 74; *Wilson* v. *Miller* (1904) 143 Ala. 264, 39 So. 178; 6 Columbia Law Rev. 55. The bill has been granted apparently on the ground that the plaintiff at law may fail to prosecute his action to a judgment, thus leaving the defendant's status in uncertainty. *Metler's Adm'rs* v. *Metler* (1867) 18 N. J. Eq. 270, aff'd 19 N. J. Eq. 457; *Buxton* v. *Broadway* (1878) 45 Conn. 540. The bill has been retained, the giving of relief being suspended pending the diligent prosecution by the plaintiff at law of his claim there. *Hoare* v. *Bremridge* (1872) L. R. 8 Ch. App. 22. In the federal courts a plaintiff does not have an absolute and unqualified privilege to dismiss his action, *Stevens* v. *The Railroads* (1880) 4 Fed. 97, and there the first treatment would seem to be adequate. *Grand Chute* v. *Winegar* (1872) 15 Wall. 373; *Cable* v. *United States Life Ins. Co., supra.* Where, however, there is a danger that the plaintiff at law will withdraw from a suit before it has been prosecuted to a judgment, the third method seems most adequate. The second course seems to be contrary to the general rule that where there are no special grounds for equitable jurisdiction, the plaintiff at law will not be enjoined from prosecuting his action merely because equity was empowered to give a concurrent remedy. *Byrne v. Browne* (1898) 40 Fla. 109, 23 So. 877; *Greene* v. *Morse* (1899) 57 Neb. 391, 77 N. W. 925. But it has been approved in a recent text book, Clark, Equity 543-544.

LANDLORD AND TENANT—PARTIAL EVICTION—EASEMENT OF LIGHT.—The plaintiff landlord leased a basement to the defendant for use as a barber shop, and later permitted alterations to be made by another tenant which excluded light and air therefrom. The defendant refused to pay rent, claiming a partial eviction by the plaintiff's act. In summary proceedings for non-payment of rent, *held*, there was a partial eviction. *Schulte Realty Co.* v. *Pulving* (N. Y. Sup. Ct., App. Term, 1919) 62 N. Y. L. J. 525.

Eviction may be actual or constructive. It is actual when the tenant is deprived of possession either totally or partially. See *Keating* v. *Springer* (1893) 146 Ill. 481, 495, 34 N. E. 805; 2 McAdam, Landlord & Tenant (4th ed.) § 404. It is constructive when the tenant is deprived of the beneficial enjoyment of the premises by an act chargeable to the landlord. *Sully* v. *Schmitt* (1895) 147 N. Y. 248, 41 N. E. 514. Assuming an easement of light to have passed to the tenant as appurtenant to the demise, *Doyle v. Lord* (1876) 64 N. Y. 432, the question arises whether or not the disturbance of such easement by the landlord constitutes a partial eviction of the tenant. It is difficult to conceive of the tenant being in possession of an easement, a right in the land of another; and if not in possession, he cannot be partially evicted. Disturbance of a tenant's rights and privileges in the nature of an easement by his landlord merely deprives him of the beneficial enjoyment of the premises, and, if coupled with abandonment, may constitute a constructive, but not an actual eviction. See *Smith* v. *Tennyson* (1914) 219 Mass. 508, 107 N. E. 423; *Patterson* v. *Graham* (1892) 140 Ill. 531, 536, 30 N. E. 460; *contra, Edmison* v. *Lowry* (1892) 3 S. D. 77, 52 N. W. 583. While abandonment of the premises by the tenant is essential to a constructive eviction, *Borel* v. *Lawton* (1882) 90 N. Y. 293, it is not necessary to a partial eviction, and the tenant can remain in possession of the residue for the rest of his term without paying any rent. *Ferber* v. *Apfel* (1906)